

# **E-ZPass® MARYLAND BUSINESS ACCOUNT TERMS AND CONDITIONS**

These terms and conditions, together with your *E-ZPass* Maryland Application ("Application"), constitute your *E-ZPass* Maryland Agreement ("Agreement"). *E-ZPass* is a multi-state system, which includes *E-ZPass*, *E-ZPass* Plus, and other tolling facilities ("Facilities") *E-ZPass* Maryland has various agreements with other tolling entities to allow electronic financial transactions to be recorded by an *E-ZPass* transponder or other toll collection means and processed through an *E-ZPass* account. In Maryland, this system is operated by the Maryland Transportation Authority ("Authority"). Please read these terms and conditions and keep them for your records. When you open your *E-ZPass* Maryland Account ("Account") you are agreeing to the following:

## **I. GENERAL CONDITIONS**

- a) Failure to comply with this Agreement may result in any or all of the following: unpaid toll transactions, suspension of your Account, Account closure, additional fees, fines, non-renewal or suspension of your motor vehicle registration and referral to the State of Maryland Central Collection Unit ("CCU").
- b) You shall not assign the obligations or benefits of this Agreement to anyone else.
- c) You are responsible for maintaining your Account and for monitoring your Account balance and activity.
- d) You must approach and pass through *E-ZPass* toll lanes at the posted speed limit. Failure to obey the posted speed limit may result in suspension of your Account or Account closure.
- e) In staffed toll lanes, you shall come to a complete stop and proceed only on a green signal unless otherwise directed, even if your vehicle is equipped with an *E-ZPass* transponder.
- f) You shall comply with all applicable traffic laws, regulations, signs, signals and directions of Authority employees, agents and law enforcement officers.
- g) *E-ZPass* Maryland may deny any Application at any time because of outstanding unpaid tolls and fees or the submission of false information.
- h) You acknowledge and understand that you and your vehicle may be videotaped and/or digitally photographed while you are on Authority property and other Facilities that have an agreement with *E-ZPass* Maryland and/or accept *E-ZPass*. You expressly understand that the Authority and other Facilities monitor the use of the transponder for the purpose of toll collection, traffic monitoring and detecting violations of this Agreement.
- i) You authorize *E-ZPass* Maryland to process through your Account, the payment of tolls and fees incurred from the use of Facilities of other tolling entities that have entered into agreements with the Authority.

## **II. YOUR ACCOUNT**

- a) **You agree to inform *E-ZPass* Maryland of any changes to your Account. Failure to keep your Account up-to-date may result in unpaid tolls and additional fees. The following information must be kept current:**
  - 1. Name(s) on the Account;
  - 2. Address;
  - 3. Telephone number;
  - 4. E-mail address;
  - 5. Vehicle information (license plate number and State, make, model, and year);
  - 6. Expiration date of credit card account, or change in credit card number;
  - 7. Payment method; and
  - 8. Driver's license number and state of issuance or Federal Tax ID Number.
- b) You must maintain a positive Account balance to cover applicable charges to your Account. Applicable tolls will be deducted from your Account each time the transponder or a registered vehicle is used. *E-ZPass* Maryland also may deduct from your Account any applicable fees. (See XV. Schedule of Fees.) You may contest the imposition of charges or fees verbally or in writing to the *E-ZPass* Maryland Service Center. Such contention must be made within one hundred twenty (120) days from the date the transaction is posted to your Account.
- c) No interest will be paid on any funds held in your Account.
- d) You may be charged a monthly account maintenance fee based on your usage of *E-ZPass* Maryland toll facilities in the preceding month. On a monthly basis, *E-ZPass* Maryland will review your toll usage from the previous month. If your Account indicates two or less *E-ZPass* Maryland toll facility transactions, the monthly account maintenance fee will be charged. If your Account reflects three or more *E-ZPass* Maryland toll facility transactions, the monthly account maintenance fee will be waived. The fee, if charged, will be deducted from your prepaid toll balance.
- e) If you choose, you may receive a periodic statement, as selected on your Application. If there is no activity on your Account during the applicable period covered by such statement, you will not receive a statement.

- f) You may be charged a fee for any request to retrieve a statement. Statements more than one (1) year old are not available.
- g) You agree that sending information via mail or email to the address on your Application or to an address that you subsequently provide to *E-ZPass* Maryland constitutes notice to you of the tolls, fees or charges owed, changes to account terms and conditions, and of any determination by *E-ZPass* Maryland of any submitted dispute of tolls and fees.

## **III. ACCOUNT AGREEMENT MODIFICATIONS**

*E-ZPass* Maryland may change the terms and conditions of this Agreement at any time by advance notice. These terms and conditions will be effective on November 1, 2011. If you do not agree to accept the new terms and conditions, you must close your Account prior to the effective date of the new terms and conditions. The invalidity of any of the terms and conditions of this Agreement shall not affect the enforceability of any other terms and conditions of this Agreement, which shall remain in full force and effect.

## **IV. ABOUT YOUR TRANSPONDER(S)**

- a) **You agree to correctly mount, display and use the transponder in accordance with the instructions provided by *E-ZPass* Maryland.** Do not mount the transponder in any location that could interfere with your visibility or ability to operate your vehicle. Failure to mount the transponder correctly may hinder toll collection, may result in a higher toll rate being deducted from your Account, and may subject you to a fee, forfeiture of the transponder, and/or Account closure.
- b) A nonrefundable fee will be charged for each transponder issued to your new Account or to an existing *E-ZPass* Maryland Account, unless you are using a previously-owned transponder, in which case no fee will be charged.
- c) A defective transponder may be replaced with a similar unit within the transponder's warranty period if the transponder has not been damaged, defaced, or improperly used as determined by *E-ZPass* Maryland. However, if *E-ZPass* Maryland determines the transponder has been damaged, defaced, or improperly used, a nonrefundable fee will be charged for a replacement transponder. The warranty period begins on the date of issuance of the transponder to the first owner and is based upon the transponder's model.
- d) You may use the transponder only with the vehicle(s) specifically registered on your Account.
- e) You must surrender the transponder(s) immediately upon request by *E-ZPass* Maryland personnel or law enforcement officers and in accordance with Section VII. Unpaid Toll Transactions.
- f) When you use the transponder or any vehicle registered on your Account at any Facilities, you authorize *E-ZPass* Maryland to debit your Account for such use.
- g) If you use the transponder at Facilities outside of Maryland, you are subject to the laws and regulations governing such use.
- h) Transactions in which the transponder is not read may result in a higher toll rate being deducted from your Account.
- i) If your transponder is lost or stolen, you will not be liable for transponder use that occurs after you notify *E-ZPass* Maryland verbally, in writing, or via the website of the loss or theft of your transponder. If a replacement transponder is requested, a nonrefundable fee will be charged for the replacement.
- j) If you no longer wish to use a transponder issued to your Account, you may return the transponder to *E-ZPass* Maryland for proper disposal. If you are returning your transponder and closing your Account, refer to the Termination section of this Agreement for voluntary Account closure instructions.

## **V. ACCOUNT PAYMENTS AND REPLENISHMENT**

- a) You must pay a minimum advance toll payment or replenishment amount, which is a prepayment to your Account, sufficient to pay Account charges for a one-month period of time.
- b) Advance toll payments are not available for use from your Account until twenty-four (24) hours after replenishment for in-State use and forty-eight (48) hours after replenishment for out-of-State use.
- c) *E-ZPass* Maryland will perform an Account analysis on all new Accounts thirty-five (35) days from the first transponder use and every ninety (90) days thereafter. If your average monthly usage, within a ninety (90) day period, is above or below your replenishment amount, *E-ZPass* Maryland will automatically adjust your replenishment amount to approximate one-month's level of use. You will be notified after this change is made to your replenishment amount.
- d) You agree to replenish your Account by this amount when your Account balance decreases to or falls below the minimum balance specific to the Account plan you selected in your Application.
- e) You may choose to replenish your Account in one of the following ways:

1. By credit card. You may authorize *E-ZPass* Maryland to charge your credit card automatically for all charges to your Account; or you may authorize a one-time online credit card payment via the website at [www.ezpassmd.com](http://www.ezpassmd.com), at an *E-ZPass* Maryland Stop-In Center, by telephone, or by mail;
  2. By check or money order made payable to *E-ZPass* Maryland. Your payment may be sent by mail or made at an *E-ZPass* Maryland Stop-In Center; or
  3. By cash payment in U.S. dollars in person at an *E-ZPass* Maryland Stop-In Center. DO NOT SEND CASH BY MAIL OR LEAVE CASH IN A DROP BOX.
- f) You may have more than one replenishment transaction within a one-month period based upon your usage.
- g) A returned check fee will be charged for each check returned to *E-ZPass* Maryland unpaid by your bank. (See Section XV. Schedule of Fees.)

## VII. DISCOUNT PLANS

### Two-Axle Vehicle Plans

*E-ZPass* Maryland 2-axle vehicle discount plans are linked to a specific transponder assigned to your Account. Only trips taken using a transponder specifically associated with a valid discount plan will be debited from your Account at the discounted toll rate. All *E-ZPass* Maryland discount plans are time sensitive. The value of the trips not used within the discount plan cycle will be debited from your Account ten (10) days after the plan cycle ends and will be reflected on your statement. If the transponder is not read, a toll rate higher than the discount plan rate will be deducted from your Account. Discount plans are not eligible for refunds.

### Three and Four-Axle Vehicles (Effective January 1, 2012)

No discount plans are available.

### Five or More Axle Vehicle Plans (Effective January 1, 2012)

*E-ZPass* Maryland business Account holders will be enrolled in the post-usage discount plan and the supplemental rebate plan for vehicles with five or more axles. These discount plans only apply to eligible *E-ZPass* Maryland Facilities.

Please refer to *E-ZPass* Maryland plans for specific information.

## VII. UNPAID TOLL TRANSACTIONS

- a) Unpaid toll transactions will occur:
1. When the transponder is used, and the Account has a negative balance or the Account has been suspended or closed;
  2. When the transponder is used after it has been reported lost or stolen; or
  3. When the transponder is not read for any reason, including improper mounting to your vehicle and is used in a vehicle that is not listed on your Account.
- b) Unpaid toll transactions:
1. Will be sent by mail to the registered owner of the vehicle on a Notice of Toll(s) Due;
  2. Will be charged to the registered owner of the vehicle;
  3. Will be charged the video toll rate for the vehicle class for each unpaid toll transaction;
  4. May incur administrative fees for each unpaid toll transaction;
  5. May be assessed civil penalties allowed by law for each unpaid toll transaction;
  6. May result in suspension or closure of your Account, at which time you will be required to stop using the transponder(s) and should begin paying cash for your toll usage;
  7. May result in the Authority instructing the Motor Vehicle Administration ("MVA") to not renew or to suspend the vehicle registration for non-payment or chronic unpaid toll transactions. The MVA charges the registered owner an additional administrative fee for each suspension or non-renewal; and
  8. May result in the Authority referring the registered owner to CCU for collection of unpaid tolls and fees. CCU assesses a collection fee in addition to the amount referred for collection.
- c) Unpaid tolls and fees may be deducted directly from your Account by *E-ZPass* Maryland.
- d) You may contest the imposition of tolls and fees verbally or in writing to *E-ZPass* Maryland. If any tolls or fees are adjusted, your Account balance will be adjusted by the appropriate amount.

## VIII. DISPUTES

You hereby authorize *E-ZPass* Maryland to decide in the first instance every question or dispute arising from, under, in connection with or related to this Agreement, including, without limitation, the imposition of tolls, fees, or other charges incurred, applied or stated for the use or misuse of your transponder or Account.

## IX. TERMINATION

- a) In order to terminate this Agreement and voluntarily close your Account, you may:
1. Access your *E-ZPass* Maryland Account at [www.ezpassmd.com](http://www.ezpassmd.com) and submit a request stating your intent to close your Account and terminate this Agreement;
  2. Send a written request stating your intent to close your Account and terminate this Agreement;
  3. Visit an *E-ZPass* Maryland Stop-In Center and request to close your Account and terminate this Agreement; or
  4. Contact the *E-ZPass* Maryland Service Center at 1-888-321-6824 and request to close your Account and terminate this Agreement.
- b) Additionally, you **shall**:
1. Pay all amounts owed to *E-ZPass* Maryland, including:
    - a. Pending toll transactions;
    - b. Unused discount plan activity;
    - c. Negative Account balance;
    - d. Unpaid tolls and fees; and
    - e. Other Account related fees, as applicable.
  2. Stop using your Account as it is no longer valid for any toll activity throughout the entire *E-ZPass* system.
- c) If the financial settlement results in a positive Account balance, a refund will be issued. If a negative Account balance results, a letter showing the balance due will be sent to you for payment. Discount plans are not eligible for refunds. Refunds are sent within thirty (30) days of Account termination in accordance with a) and b) above.
- d) *E-ZPass* Maryland may terminate this Agreement and close your Account at any time and for any reason, including inactivity.
- e) You may return your transponder(s) to *E-ZPass* Maryland for proper disposal since it contains a lithium battery. If you do not return your transponder to *E-ZPass* Maryland for proper disposal, you are responsible for consulting federal, state and local waste regulations to determine appropriate disposal options.

## X. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland.

## XI. COLLECTION OF EXPENSES

You agree to pay all costs, including attorneys' fees, incurred by *E-ZPass* Maryland and all entities providing *E-ZPass* services to collect any funds, including CCU and MVA fees, due under the terms of this Agreement.

## XII. NON-DISCLOSURE

*E-ZPass* Maryland respects the right of privacy and confidentiality of all Account holders. Account information will not be disclosed to third parties without your consent except as permissible by law and the policies of *E-ZPass* and the entities providing *E-ZPass* services.

## XIII. DISCLAIMER

You acknowledge that *E-ZPass* Maryland and all entities providing *E-ZPass* services have not made, and expressly disclaim any representation or warranty, expressed or implied, relating to the transponder including, without limitation, any implied or expressed warranty of merchantability, fitness for a particular purpose or conformity to models or samples. You agree that *E-ZPass* Maryland and all entities providing *E-ZPass* services will have no obligation or liability whatsoever to you with respect to your use or the performance of the transponder. You agree to indemnify and hold harmless *E-ZPass* Maryland and all entities providing *E-ZPass* services from and against all damage, loss, cost, expense or liability relating to, arising from, or as a result of, the use or performance of the transponder.

## XIV. INQUIRIES AND CORRESPONDENCE

Please send all correspondence, inquiries, payments and transponder returns to: *E-ZPass* Maryland Service Center, P.O. Box 17600, Baltimore, Maryland 21297-7600.

## XV. SCHEDULE OF FEES

Nonrefundable Transponder fee:

Prices vary by model see the Application, Part 3

Monthly Account maintenance fee, if applicable: \$1.50 (see Section II.c)

Returned check fee: \$25.00

Administrative fee: \$25.00

Civil penalty: \$50.00

Additional copies of statements: \$.25 per page

All fees are subject to change without notice.